

EXHIBIT A



SERVICE AGREEMENT

This Service Agreement is entered into as of August 25, 2020 (the "Effective Date"), between Smith Law Group LLP ("SLG" or "Customer") and Majority Strategies, LLC and its subsidiaries (collectively as "Majority Strategies"), collectively referred to as the "Parties". Customer is electing to use Majority Strategies for the Services detailed in the attached Scope of Services.

1. Key Terms

- a. **Term:** 1 year from the Effective Date.
- b. **Termination:** In the event that either Party wishes to terminate this Agreement prior to expiration of agreed upon Term, that Party will be required to provide 30-days written notice to the other Party.
- c. **Payment:** Customer agrees to pay for services provided as detailed in the attached Scope of Services and agrees to pay the corresponding amounts for these services as invoiced within 15 days, unless otherwise agreed upon to and specified in the attached schedule of fees.
- d. **Currency:** All monetary amounts referred to in this Agreement are in USD (United States Dollar).

2. General Terms

a. Delivery of Services.

- i. All work will be done in a good and workmanlike manner in accordance with this contract and Majority Strategies shall be entitled to rely on instructions given by the Customer.
- ii. Majority Strategies retains the sole responsibility over its staffing on this project and shall direct the manner in which the services are delivered as well as provide the necessary equipment, tools, materials, and supplies necessary to perform these services.
- iii. Majority Strategies agrees to perform in accordance with the customs and practices of the industry but it expressly excludes all other guarantees, warranties or representations. Customer understands that Majority Strategies will not be responsible for any indirect or consequential damages, and its sole liability is limited to the reasonable costs of correcting any errors found within any agreed upon menu products.

iv. Majority Strategies shall be the sole owner of all tangible and intangible properties associated with this relationship unless otherwise agreed. Customer agrees that Majority Strategies owns all data collected by Majority Strategies as well as all creative content provided by Majority Strategies for use to perform the agreed upon Services. Customer agrees that its use of the creative content shall be solely for these Services and that Customer will not use the creative or data in the future without Majority Strategies permission.

v. The Parties understand that Customer is bound to act in accordance with the ethical and professional duties imposed upon all attorneys licensed by the State of New York, and that such duties extend to any agents working on SLG's behalf. To that end, the Parties conferred with SLG's ethics counsel, Lucian Pera, Esq.

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who advised that SLG review and authorize any materials that could be construed as SLG advertising or an offer of legal services.

- vi. The Parties have no intention of initiating or soliciting direct communication with any members of any class action or putative class action in which SLG is counsel of record, except as such class members are also members of the general public and/or have expressed a political or socio-economic interest in the student debt crisis.
- vii. Majority Strategies shall not be responsible for unavoidable delays beyond its control including, but not limited to, acts of terror, labor stoppages, strikes, fire or acts of God.
- b. **Limitations of Liability and Warranty:** Majority Strategies shall be defended, indemnified and held harmless by the Customer against any and all claims, losses, damages, expenses or judgments for any claimed acts of alleged libel, copyright infringements, plagiarism, invasion of privacy or civil rights or for any other claim which results from the items produced under to this contract. Likewise, Majority Strategies shall indemnify, hold harmless and defend the Customer from any similar claims which arise out of unauthorized deletions, changes, or additions made by its staff to materials supplied by the Customer.
- c. **Relationship of the Parties:** It is understood that Majority Strategy is an independent contractor in the performance of this agreement and not an employee of the Customer. Nothing contained herein shall be construed to imply an employment, joint venture or principal and agent relationship between the parties, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.
- d. **Confidentiality:** Majority Strategy agrees to keep confidential all material and information therein received from Customer, including but not limited to supporter lists, mail files, polling information, email/phone number data or other such information provided by the Customer to Majority Strategies to assist with the Services. Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information. Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Majority Strategies and Customer shall require that any representative of either party who receives confidential information to comply with the terms and conditions of this Agreement. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.
- e. **Governing Law:** This Agreement shall take effect under and be governed by the laws of the State of Florida.

The parties hereto agree to all of the foregoing to be executed by their authorized signatories as of the Effective Date.

Customer

Majority Strategies, LLC

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Signature: /s/ Austin Smith Signature: Reid Vineis
Name: Austin Smith Name: Reid Vineis
Title: Partner, SLG Title: VP of Digital
Date: 8/26/2020 Date: 8/26/20

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Scope of Services

PROPOSAL

Majority Strategies crafted a comprehensive year-long public affairs program to put pressure on student lenders to settle class-action suits. This would be a large and comprehensive campaign that would require significant resources.

Before embarking in a larger effort, Majority Strategies proposes a smaller, proof-of-concept pilot campaign. The goal of this effort will be to:

Demonstrate positive public engagement on our issue.

Test the right messages and tactics.

We believe that this pilot campaign will show that people are ready to take action on our behalf, and a larger campaign will generate real returns on the investment. In addition, this pilot will make us smarter about the right message, audience, and delivery method for this effort as well as building the organizational framework necessary for a sustained program.

STRATEGY

We know people care about this issue already. The fact that there are over a hundred thousand plaintiffs in the class action proves that there is broad support.

We propose testing the depth of that support. People are upset, but will they take an action on our behalf? Will they spend time and energy on the issue? If so, how do we motivate them? Who do we talk to and what should we say?

We'll find the answers to these questions through a digital advertising campaign that pushes people to sign a petition to their elected officials.

The advertising campaign will look like this:

Our team will craft emotionally compelling digital ads based on your subject matter expertise on the issue.

These ads will run against very specific and discrete targeted populations online, such as people with outstanding student loan debt, parents, fiscal conservatives, or individuals who distrust big corporations. Majority Strategies has all that data on those groups.

▼ These ads will push people to a simple website (landing page), which will have a petition for them to virtually sign.

Upon signing, their information will be sent to us to add to our database for future activation as well as sending a copy of the petition to their elected representatives (senators/members of Congress or federal regulators).

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We'll test multiple different strategies in A/B/C tests to learn the best approach. This will include different messages, audiences, and themes.

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WHAT TO EXPECT

4,225 - 8,450 online petition signatures by supportive individuals who become part of our community and email list.

Smith Law Group can contact these individuals in the future for marketing or advocacy purposes.

10,000-20,000 email petitions sent from those individuals to federal legislators or regulators urging action against student lenders.

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Full analysis of the campaign with key takeaways including: Top audiences that responded to the messaging.

The creative messages that were most effective.

The mediums that were most effective.

BUDGET

Total Investment: \$50,000

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Advertising:

Digital & Social Media Ads: \$42,250

Inclusive of creative development, placement, cost of media, and reporting.

Landing Pages (2): \$1,000

Administrative:

C4 Carrying Costs \$2,500

Legal Set Up: \$2,500

Legal Ad Review: \$1,750